

AGREEMENT

Attachment # 1
Page 1 of 2

This First Amendment to the Agreement for Construction Management Services dated April 12, 2005, is entered into this --th day of ----, 2005, by and between Leon County, Florida, a Charter County and a political subdivision of the State of Florida, hereinafter "County," and, Peter R. Brown Construction, Inc., hereinafter "Construction Manager".

WITNESSETH

For and in consideration of the mutual covenants, restrictions, and representations set forth herein, the sufficiency of which is hereby acknowledged, County and Construction Manager do hereby agree as follows:

1. County and Construction Manager entered into an Agreement dated April 12, 2005, between County and Construction Manager, which is amended as follows:

A. Modify the first WHEREAS paragraph to read as follows:

WHEREAS, the County intends to undertake the project described as the design and construction of the Leon County Courthouse and Courthouse Annex and employ the Construction Manager in connection with this project, said Project to include twelve (12) separate phases in the Courthouse Annex and three (3) separate phases in the Leon County Courthouse.

B. Modify Article 1, Compensation, Project Fees, and Definitions, Section III Definitions, Paragraph 9 to read as follows:

9. Project – The project is the total work to be performed under this Agreement for the construction of the renovations of the Leon County Courthouse and Courthouse Annex, consisting of fifteen (15) separate phases (twelve (12) in the Courthouse Annex and three (3) in the Leon County Courthouse), with the County of Leon.

C. As provided for in the Agreement for Construction Services, incorporation of the following exhibits:

Exhibit A – Project Team and Construction Manager Key personnel.

Exhibit B – Construction documents.

Exhibit C – Construction Manager's estimated construction budget.

Exhibit D – Construction Manager's project schedule.

Exhibit E – Construction Manager's fee schedule.

2. All other provisions of the April 12, 2005 Agreement not in conflict with the provisions started herein shall remain in full force and effect.
3. This agreement shall become effective upon full execution hereof by both parties.

IN WITNESS WHEREOF, the parties evidence their agreement through the execution of this AGREEMENT by their duly authorized signatories.

Construction Manager

WITNESS: _____ BY: _____

WITNESS: _____ President
DATE: _____

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20 ____.

XXXXXXXXXXXX

By _____, of _____,
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a _____ corporation, on behalf of the corporation.
(State or place of incorporation)

He/she is personally known to me or has produced _____ as
(type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, If Any

LEON COUNTY, FLORIDA

BY: _____
Cliff Thael, Chairman
Board of County Commissioners

DATE: _____

ATTEST:
BOB INZER, CLERK OF THE COURT
LEON COUNTY, FLORIDA

By: _____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

By: _____
Herbert W.A. Thiele, Esq.
County Attorney